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**EXHIBIT A**  
**MORTGAGOR'S TITLE AFFIDAVIT**

**Mortgagor(s)/Trustor(s)/Borrower(s)**

**Property Address:**

**Lender:** \_\_\_\_\_

**Loan Number:** \_\_\_\_\_

**Settlement Date:** \_\_\_\_\_

**I (we) do solemnly swear that:**

1. I (we) are the exclusive fee simple owner(s) of the property above-described (the "Property") and that no one has questioned our ownership or right to possession.
2. I (we) confirm that all bills for real estate taxes, special assessments for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting the property, and water, sewer, and other municipal fees are current and paid to date and are not yet due and payable.
3. I (we) confirm that there are no mortgage(s), liens, judgments or other encumbrances on the property except:

No other mortgage, lien or encumbrance on the Property has been given, contracted for or agreed to be given or executed by the Mortgagee(s)/Trustor(s)/Borrower(s) to any other person.

4. All labor and material used in the construction of improvements on the above-described property have been paid for and there are now no unpaid labor or material claims against the improvements of the property and that all sums of money due for the erection of improvements have been fully paid and satisfied. We are not aware that anyone has filed or intends to file a mechanic's lien relating to this property.
5. I (we) have not applied for protection under Bankruptcy statutes or any state's creditor's rights laws.
6. I (we) have not violated any covenants, conditions, restrictions, or laws of any nature relating to environmental protection and that there is no notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the above-described property with regards to any Hazardous substance or Environmental law.
7. There has been no presence, use, disposal, storage or release of any Hazardous substance(s) on the above-described property.
8. I (we) agree to subrogate and assign any rights or payments which I (we) may have or receive under any insurance policy which compensates me (us) for a loss and such loss would also cause a loss to the Lender.

9. I (we) acknowledge and agree that I (we) will assist and fully cooperate with the Lender or First American Title Insurance Company to obtain subordinations of any secondary financing against the Property.
10. The undersigned mortgagor (referred to in this paragraph as the "mortgagor" regardless of whether there is one mortgagor or more than one mortgagor) acknowledges that, after execution by the mortgagor of the mortgage or deed of trust securing Lender's mortgage loan (the "Security Instrument") but prior to recordation of such Security Instrument, a legal description will be attached as an exhibit and incorporated into the Security Instrument (the "Legal Description"). The mortgagor authorizes Lender and/or First American Title Insurance Company to attach the Legal Description to the Security Instrument. The mortgagor further acknowledges that the Legal Description may be a truncated or automated legal description that may be in an abbreviated format. The mortgagor authorizes Lender and/or First American Title Insurance Company to amend, correct or modify the Legal Description so that it is identical to the legal description contained in the last document that placed the mortgagor in title to the mortgaged property, without requiring the mortgagor to re-execute or acknowledge the Security Instrument. Additionally, the mortgagor authorizes Lender and/or First American Title Insurance Company to amend, correct or modify the Security Instrument for the limited purpose of ensuring that the Security Instrument is recorded and indexed properly in the county/town records, without requiring the mortgagor to re-execute or acknowledge the Security Instrument.

11. APPLICABLE FOR PROPERTIES LOCATED IN FLORIDA ONLY:

- a. I (We) are refinancing an existing mortgage on the property ("refinanced mortgage") with the same lender or a lender who provides servicing for our existing loan and that I (we) purchased title insurance in connection with the refinanced mortgage insuring me/us and/or the lender and its successors or assigns, which provided survey coverage and did not identify any specific encroachments, overlaps or boundary line issues. To the best of my/our knowledge, all applicable title insurance underwriting requirements were met at the time of the issuance of the policy pertaining to the refinanced mortgage. In the alternative, I (we) are familiar with the property described above and, to the best of my/our knowledge and belief, there are no existing boundary line issues, nor are there any encroachments of the improvements on the property onto adjoining property or into setbacks or easements, nor do any neighboring property improvements encroach onto the property.
- b. To the best of my/our knowledge and belief, there have been no additional improvements made to the above described property since the date of the refinanced mortgage, including, but not limited to, buildings, sheds, fences or swimming pools, nor have there been any alterations to the existing improvements since the date of the refinanced mortgage.
- c. To the best of my/our knowledge and belief, there have been no improvements, including but not limited to, buildings, sheds, fences, or swimming pools, constructed on adjoining property which might encroach onto the above-described property since the date of the refinanced mortgage.
- d. This affidavit is given for the purpose of inducing a title insurance company to issue a title insurance policy to a lender without exception for matters that would be reflected on a current and accurate survey of the property.



## THE NOTE

- A Notary and/or witness are NOT required to sign The Note.
- **The Note:** The Note is a written promise to pay back money at a specific time. When you borrow money to buy a home, you must sign the Note, which outlines the loan's interest rate, payments and other terms. The Note states that your monthly payment will be applied to both the loan's principal and interest. Only sign the Note if your name appears under the signature line.

# NOTE

August 22, 2003

[Date]

Saint Louis

[City]

Missouri

[State]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay to the Lender the sum of \$100,000.00 plus interest, to the order of the Lender. The Lender is called "Principal".

(this amount is called "Principal").

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the First day of each month beginning on October 1, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 15851 Clayton Road, Ballwin, MO 63011

or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ [REDACTED]

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-5N (0207)

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials: [REDACTED]



## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### **10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") this Note, protects the Note Holder from possible losses which might result if I do not keep the promises Note. That Security Instrument describes how and under what conditions I may be required to make payment of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is given in accordance with the terms of this Note within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay all sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.**

VMG-5N (0207)

## LOAN SERVICING APPLICATION DISCLOSURE

Thank you for applying for a mortgage loan. This disclosure will provide you with information about the servicing of mortgage loans. We want you to know that our current business practice is to retain all servicing within the Citicorp family. Citicorp Mortgage, Inc., (CMI) is the servicing affiliate for Citibank, N.A., Citibank (New York State), Citibank (Nevada) N.A., and Citibank, Federal Savings Bank, as well as the servicer of its own new or refinanced mortgage loans. In the past we have assigned, sold or transferred the servicing of mortgage loans we originated to other servicers. For all the loans that we make in the 12-month period after your loan is funded, we estimate that the chances we will transfer the servicing of those loans to a servicer other than Citicorp Mortgage, Inc., or any one of its affiliates, are between 0 to 25%. This is our best estimate and is not binding, as business conditions or other circumstances may affect our future transferring decisions.

### TRANSFER PRACTICES AND REQUIREMENTS

We are providing this disclosure to you because RESPA gives you certain rights relating to the servicing of your new or refinanced mortgage loan. "Servicing" refers to collecting your principal, interest and escrow account payments. If for some reason your loan servicer changes, there are certain procedures which must be followed. This statement generally explains those procedures.

Since CMI is the servicing affiliate for your originator, (Citibank or Citicorp Mortgage), you will be notified at settlement that Citicorp Mortgage, Inc. will be the servicer of your mortgage loan. If for any reason we were to assign, sell or transfer the servicing of your loan to another servicer, we will notify you in writing at least 15 days before the date of the transfer. This written notice will contain the effective date of the transfer of the servicing, and the name, address, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. The new loan servicer is also required to send you written notice of the transfer within 15 days after the date of the transfer. In the case of a new or refinanced mortgage loan, a notice of prospective transfer may be provided to you at loan settlement to satisfy these notice requirements. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

There are exceptional situations in which the law allows a delay in notification to be submitted not more than 30 days after the transfer. These limited circumstances will apply if the servicer of your loan is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a Federal Agency. If any of these exceptions occur, you will be notified according to the conditions outlined by RESPA.

### IF YOU NEED HELP WITH SERVICING ISSUES

There may be a time when you have an issue with your servicing. If you do, just send a "qualified written request" to your loan servicer. A "qualified written request" is a letter, other than your notation on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Your servicer must provide you with a written acknowledgment within 20 business days of receipt of your request. Not later than 60 business days after receiving your request, your servicer must provide you with a written clarification regarding any dispute, and if appropriate, make corrections to your account. During this 60-day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

### ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT

I/We have read this loan servicing application disclosure form, and understand its contents, as evidenced by my/our signature(s) below.

<p style="text-align: center;">CITI MORTGAGE BORROWER QUESTIONNAIRE</p>																																									
<p><b>Declarations:</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 30%; text-align: center;"><b>Borrower</b></th> <th style="width: 30%; text-align: center;"><b>Co-Borrower</b></th> </tr> </thead> <tbody> <tr> <td>1. Are there any outstanding judgments against you?</td> <td style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>2. Have you been declared bankrupt within the past 7 years?</td> <td style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>3. 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<p><b>Government Monitoring Purposes:</b></p> <p>The following information is requested by the Federal Government for certain types of loans related to a dwelling, in order to monitor the Lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this Lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish this information, please check the box below.</p>																																									
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<p><b>Race/National Origin of Co-Borrower</b></p> <p><input type="checkbox"/> American Indian or Alaskan Native  <input type="checkbox"/> Asian Pacific Islander  <input type="checkbox"/> Black, not of Hispanic origin  <input type="checkbox"/> Hispanic  <input checked="" type="checkbox"/> White, not of Hispanic origin  <input type="checkbox"/> Other: (specify) _____</p>																																									
<p><b>Sex</b>      <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female      <b>Sex</b>      <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female</p>																																									



## BORROWER'S AGREEMENTS, ACKNOWLEDGEMENTS AND CERTIFICATIONS

**A Notary is NOT required to notarize the Borrower's Agreements, Acknowledgements and Certifications.**

Please sign the "Borrower's Agreements, Acknowledgements and Certifications" statement, which acknowledges your receipt of the following documents:

- Truth in Lending Disclosure Statement
- Good Faith Estimate of Settlement Costs
- Affiliated Business Arrangement Disclosure
- HUD-1 Settlement Statement
- Your CitiMortgage Privacy Choices
- Notice of Special Flood Hazards (if applicable)

(The above documents are all enclosed behind the "Borrower's Agreements, Acknowledgements and Certifications" statement.)

- All Borrowers and Mortgagor(s) must sign and date the "Borrower's Agreements, Acknowledgements and Certifications" document.
- Signatures must be signed exactly as they appear on the "Note" and "Mortgage/Deed of Trust."

## BORROWER'S AGREEMENTS, ACKNOWLEDGEMENTS AND CERTIFICATIONS

The undersigned hereby make the following agreements, acknowledgments and certifications to CitiMortgage, Inc. (the "Lender"):

1. **Acknowledgement of Receipt of Disclosures.** I acknowledge that I have received, read, and reviewed the following disclosures:
  - Truth in Lending Disclosure Statement
  - Good Faith Estimate of Closing Costs and Required Provider Disclosures
  - Affiliated Business Arrangement Disclosure
  - HUD-1 Uniform Settlement Statement
  - Your CitiMortgage Privacy Choices
2. **Agreement to Correct Errors and Omissions on Loan Documentation/Limited Power of Attorney.** I agree to cooperate with Lender in correcting clerical errors made on any loan closing documentation, including any errors or omissions I may have made in signing and completing the documentation. Corrections may be deemed necessary to enable Lender to sell, convey, seek guaranty, or market this loan to secondary investors.

In consideration of Lender making this loan to me, I hereby grant Lender a limited power of attorney to correct any errors and omissions that Lender discovers upon the review of the loan closing documentation, by signing or initialing the correction on my/our behalf. Lender will provide me with copies of the corrected documents, and Lender will not use the limited power of attorney to change the principal amount of the loan, term, interest rate, payments or other terms of the loan.
3. **Loan Servicing Disclosure.** Lender will be the servicer of my loan. I understand that the servicing of the loan may be assigned, sold, or transferred to another servicer at any time while the loan is outstanding.
4. **Notice of Right to Receive Copy of an Appraisal.** If an appraisal was used in connection with my application for credit, I have the right to a copy of the appraisal report provided that, if required, I have paid for or are willing to pay for the appraisal. If I wish to have a copy, I may write to the Lender at the following address: CitiMortgage, Inc., 12855 North Forty Drive, St. Louis, MO 63141 Attn: Appraisal Coordinator. The Lender must hear from me no later than 90 days after the Lender notifies me about the action taken on the application or I withdraw the application.
5. **Hazard Insurance.** I agree that hazard insurance must be maintained on the property as required by the mortgage or deed of trust. Coverage should be equal to the lesser of (a) the insurable value of the improvements to the property, or (b) the principal amount of the loan, but not less than the amount sufficient to compensate for damage or loss on a replacement cost basis. The deductible may not exceed the greater of \$2,000 or 2% of the policy's insurance limits for windstorm or hail losses, or the greater of \$1,000 or 1% of the policy's insurance limits for all other covered losses. The mortgagee or additional loss payee clause must read as follows:

CitiMortgage, Inc.  
Its Successors and/or Assigns  
Account No: 002001121171  
P.O. Box 7706  
Springfield, Ohio 45501

6. **Flood Notice/Insurance.**  If checked, I acknowledge that I have received, read, and reviewed the Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance. I understand that if the property is located in an area designated by the Director of the Federal Emergency Management Agency as a flood hazard area that flood insurance is required.

- 7. Authorization for Third Parties to Release Information.** I authorize any third party to provide to the Lender, its authorized agent, successors and assigns, and to any investor to whom the Lender may sell my mortgage, and to the Mortgage Guaranty Insurer (if any), any information or documentation that they may request to verify the information provided in connection with this transaction. A copy of this authorization may be accepted as an original.
- 8. Credit Reports.** I acknowledge that the Lender, its agents, successors and assigns, may report my/our name(s), account information and other information regarding their credit experiences with me to other proper persons, such as credit reporting agencies and other lenders. The Lender will normally obtain credit reports for all loan applications and for updates, renewals or extensions of any credit granted. Upon request, Lender will inform me if a report has been obtained and will give me the name and address of the agency furnishing the report.
- 9. Acknowledgment and Agreement.** I specifically acknowledge and agree that:
- The loan requested will be secured by a first mortgage or deed of trust on the property.
  - The property will not be used for any illegal or prohibited purpose or use.
  - All statements made related to this transaction are made for the purpose of obtaining the loan requested.
  - Occupation of the property will be Primary Residence
  - Verification or reverification of any information provided in connection with this transaction may be made at any time by the Lender, its agents, successors and assigns, either directly or through a credit reporting agency, from any source named in the information provided in connection with this transaction, and the original copies of information provided will be retained by the Lender, even if the loan is not approved.
  - The Lender, its agents, successors and assigns will rely on the information I provided in connection with the transaction and I have a continuing obligation to amend and/or supplement the provided information if any of the material facts which I have represented should change prior to closing.
  - In the event my payments on the loan become delinquent, the Lender, its agents, successors, and assigns, may, in addition to all other rights and remedies, report my name and account information to a credit reporting agency.
  - Ownership of the loan may be transferred to a successor or assign of the Lender without notice to me and/or the administration of the loan account may be transferred to an agent, successor, or assign of the Lender with prior notice to me.
  - The Lender, its agents and assigns make no representations or warranties, express or implied, to us regarding the property, the condition of the property, or the value of the property.
- 10. Authorization to Transfer Escrow Balance.** I authorize the transfer of the escrow balance held by the Lender from the loan being refinanced to the new loan. I recognize that the escrow balance on the loan being refinanced may be higher or lower than the amount of the initial escrow deposit that the Lender would normally require on the new loan. If the escrow balance on the loan being refinanced is higher than the amount normally required for the initial escrow deposit, the Lender will credit an amount equal to the normally required deposit to the new escrow account and refund the excess to me after the loan being refinanced is paid off. If the escrow balance on the loan being refinanced is lower than the amount normally required for the initial escrow deposit, I will not be required to provide additional funds in order to close the new loan, but the escrow portion of the monthly payment will be adjusted to make up that shortage over a period of 12 months. Lender will provide me with an Escrow Account Analysis within 45 days after my new loan showing how the new monthly escrow payment was adjusted.
- 11. Payments on Current Loan.** I understand that I should continue to make my regular payments on the loan being refinanced and that the Lender shall be under no obligation to make the new loan if I fail to make my regular payments or if I make a prepayment of principal on the current loan.
- 12. Preauthorized Payment Arrangements.** If I have currently authorized the Lender to transfer money from my checking, savings, money market or other deposit account to make payments on the loan being refinanced, these arrangements will continue on the new loan unless I notify the Lender that I wish to discontinue this service. I may notify the Lender by calling 1-800-283-7918.

- 13. Certification.** I certify that the information provided in connection with this transaction is true and correct as of the date set forth opposite my signature below, and acknowledge my understanding that any intentional or negligent misrepresentation(s) of the information provided in connection with this transaction may result in civil liability and/or criminal penalties including but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et. seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I have made in connection with this transaction.

7-25-03

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



#### ACKNOWLEDGEMENT OF THE "RIGHT TO CANCEL"

- By signing the form on the next page you acknowledge that you have received two copies of the completed "Right to Cancel" form (found in your Customer Copies packet). If you decide to cancel this offer, you may sign one copy of the actual document found in your customer copies and return it to us. If you would like to continue with this offer, please sign the Acknowledgement of the "Right to Cancel" on the next page and continue with the "Closing Kit."

# NOTICE OF RIGHT TO CANCEL

(General)

Borrower:

Loan Number: [REDACTED]

Property At

Lender: CitiMortgage, Inc.

Tax I.D. No.:

## 1. YOUR RIGHT TO CANCEL

You are entering into a new transaction that will result in a security interest in your home. You have a legal right under federal law to cancel this new transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of this new transaction which is August 22, 2003 ; or
- (2) the date you received your Truth-in-Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest in your home has been cancelled, and we must return to you any money or property you have given to us or anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

## 2. HOW TO CANCEL

If you decide to cancel this new transaction, you may do so by notifying us in writing, at

CitiMortgage, Inc.  
27555 Farmington Road MS 03-15  
Farmington Hills, MI 48334  
Fax: (248) 488-8693

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of August 26, 2003 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

### I WISH TO CANCEL

Customer's Signature

Date

ON THE DATE LISTED ABOVE I/WE THE UNDERSIGNED EACH RECEIVED TWO (2) COMPLETED COPIES OF THE NOTICE OF THE RIGHT TO CANCEL IN THE FORM PRESCRIBED BY LAW ADVISING ME/US OF MY/OUR RIGHT TO CANCEL THIS TRANSACTION.

Name \_\_\_\_\_ Date \_\_\_\_\_